

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



To: CSBG Service Providers

From: Lloyd Throne, Director

Date: December 23, 2009

Subject: 2010 Community Services Block Grant (CSBG) Contract

Enclosed is your agency's 2010 Community Services Block Grant (CSBG) Contract and authorized initial allocation for the 2010 CSBG contract term. This is a one year contract covering the period January 1, 2010 – December 31, 2010.

Continuing Resolution for Authorized Allocation

Currently the CSBG Program is operating under a continuing resolution which maintains funding at the same level as in FY 2009. CSD's initial Notice of Grant Award distributed by the Department of Health and Human Services (DHHS) is for \$5,170,106. Attached is a spreadsheet, PY 2010 CSBG Allocation, showing the 2010 CSBG estimated and actual allocation amounts. Complete your contract fiscal data budget forms using the amount listed under the 2010 allocation column A, "Total estimated Allocation-for budgeting", on the spreadsheet. Using the attached CSBG/NPI Programs Report, CSD 801 (Rev. 5/09) forms to complete your 2010 contract work plan or access these forms on CSD's website, www.csd.ca.gov.

2010 Advance Request and Payment

The advance payment will be processed after receipt of an advance request on your agency letterhead and the 2010 contract is executed. The amount of the advance, in accordance with state statute, will not exceed 25% of the total contract amount (See PY 2010 CSBG Allocation spreadsheet, column E titled, "2010 Advance Available to Date").

As in previous years, the final grant award is typically received in the second quarter of the federal fiscal year or when the final federal budget is signed. The State is unable to encumber or contractually obligate more funds than the federal government awards. The initial contracts reflect the allocation based on the partial grant award received by the State, thus far. When CSD is in receipt of the final grant award for FY 2010, the contract will be amended to include the final allocation. The balance of the advance (not to exceed 25% of the total allocation) will be automatically processed and forwarded to Contractors if an advance request is on file with CSD.

2010 CSBG
December 23, 2009
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There have been changes to the contract language. CSD encourages each Contractor to review the contract language in its entirety. A summary of the changes is provided on CSD's website, www.csd.ca.gov.

Please contact your Field Representative with any questions regarding your 2010 CSBG Contract.

Attachments

State of California
Department of Community Services and Development
PY 2010 CSBG Allocation
CAAs

| County | Agency | 2010 ALLOCATION | | | 2010 ADVANCE | |
|----------------------|--|--|--------------------|-----------------------------|--|--|
| | | A | B | C | D | E |
| | | Total Estimated Allocation (For Budgeting) | Initial (11/30/09) | Total 2010 Contract to Date | Based on Total Estimated Allocation (11/30/09) | Total 2010 Advance Available To Date** |
| Alameda | Berkeley CAA | 259,846 | 22,029 | 22,029 | 22,029 | 22,029 |
| Alameda | Associated Community Action Program* | 571,226 | 48,464 | 48,464 | 48,464 | 48,464 |
| Alameda | City of Oakland, Department of Human Services | 718,453 | 60,955 | 60,955 | 60,955 | 60,955 |
| Alpine | Inyo Mono Advocates for Community Action, Inc. | 2,211 | 188 | 188 | 188 | 188 |
| Amador/Tuolumne | Amador/Tuolumne CAA | 254,217 | 21,568 | 21,568 | 21,568 | 21,568 |
| Butte | CAA of Butte County, Inc. | 367,848 | 31,209 | 31,209 | 31,209 | 31,209 |
| Calaveras/Mariposa | Calaveras/Mariposa CAA | 253,565 | 21,513 | 21,513 | 21,513 | 21,513 |
| Colusa | SEE GLENN | 672,472 | 57,054 | 57,054 | 57,054 | 57,054 |
| Contra Costa | Contra Costa Employment & Human Services Dept | 44,655 | 3,789 | 3,789 | 3,789 | 3,789 |
| Del Norte | Del Norte Senior Center | 255,475 | 21,675 | 21,675 | 21,675 | 21,675 |
| El Dorado | El Dorado County Department of Human Services | 1,682,286 | 142,729 | 142,729 | 142,729 | 142,729 |
| Fresno | Fresno County EOC | 254,986 | 21,634 | 21,634 | 21,634 | 21,634 |
| Glenn/Colusa/Trinity | Glenn County Human Resource Agency | 261,906 | 22,221 | 22,221 | 22,221 | 22,221 |
| Humboldt | Redwood CAA | 278,981 | 23,669 | 23,669 | 23,669 | 23,669 |
| Imperial | Campesinos Unidos, Inc. | 251,841 | 21,367 | 21,367 | 21,367 | 21,367 |
| Inyo/Mono | Inyo Mono Advocates for Community Action, Inc. | 1,230,435 | 104,393 | 104,393 | 104,393 | 104,393 |
| Kern | CAP of Kern | 260,555 | 22,106 | 22,106 | 22,106 | 22,106 |
| Kings | Kings CAO | 254,986 | 21,634 | 21,634 | 21,634 | 21,634 |
| Lake | Lake County CAA | 253,239 | 21,485 | 21,485 | 21,485 | 21,485 |
| Lassen/Plumas/Sierra | Lassen/Plumas/Sierra CAA | 361,216 | 30,646 | 30,646 | 30,646 | 30,646 |
| Los Angeles | Foothill Unity Center, Inc. | 971,792 | 82,449 | 82,449 | 82,449 | 82,449 |
| Los Angeles | Long Beach CSDC | 6,873,724 | 583,182 | 583,182 | 583,182 | 583,182 |
| Los Angeles | County of Los Angeles Dept of Public Social Services | 7,525,417 | 638,472 | 638,472 | 638,472 | 638,472 |
| Los Angeles | City of Los Angeles, CDD, HS&NDD | 262,139 | 22,240 | 22,240 | 22,240 | 22,240 |
| Madera | CAP of Madera County, Inc. | 257,735 | 21,867 | 21,867 | 21,867 | 21,867 |
| Marin | Community Action Marin | | | | | |
| Mariposa | SEE CALAVERAS | 256,687 | 21,778 | 21,778 | 21,778 | 21,778 |
| Mendocino | North Coast Opportunities | 423,114 | 35,898 | 35,898 | 35,898 | 35,898 |
| Merced | Merced County CAA | 254,986 | 21,634 | 21,634 | 21,634 | 21,634 |
| Modoc/Siskiyou | Modoc/Siskiyou CAA | | | | | |
| Mono | SEE INYO | 485,453 | 41,187 | 41,187 | 41,187 | 41,187 |
| Monterey | Monterey County CAP | 254,916 | 21,628 | 21,628 | 21,628 | 21,628 |
| Napa | Community Action Napa Valley | | | | | |
| Nevada | Nevada County Dept of Housing & Community Services | 253,635 | 21,519 | 21,519 | 21,519 | 21,519 |

State of California
Department of Community Services and Development
PY 2010 CSBG Allocation
CAAs

| County | Agency | 2010 ALLOCATION | | | 2010 ADVANCE | |
|---------------------|--|--|--------------------|-----------------------------|--|--|
| | | A | B | C | D | E |
| | | Total Estimated Allocation (For Budgeting) | Initial (11/30/09) | Total 2010 Contract to Date | Based on Total Estimated Allocation (11/30/09) | Total 2010 Advance Available To Date** |
| Orange | CAP of Orange County | 2,719,513 | 230,729 | 230,729 | 230,729 | 230,729 |
| Placer | County of Placer Dept of Health and Human Services | 257,060 | 21,810 | 21,810 | 21,810 | 21,810 |
| Plumas | SEE LASSEN | | | | | |
| Riverside | CAP of Riverside County | 2,011,228 | 170,637 | 170,637 | 170,637 | 170,637 |
| Sacramento | Sacramento Employment and Training Agency | 1,595,188 | 135,339 | 135,339 | 135,339 | 135,339 |
| San Benito | Sacramento County DCS&WD | 252,586 | 21,430 | 21,430 | 21,430 | 21,430 |
| San Bernardino | San Benito County | 2,474,575 | 209,948 | 209,948 | 209,948 | 209,948 |
| San Diego | CAP of San Bernardino County | 3,179,323 | 269,741 | 269,741 | 269,741 | 269,741 |
| San Francisco | County of San Diego, H&HAS, CAP | 813,511 | 69,020 | 69,020 | 69,020 | 69,020 |
| San Joaquin | EOC of San Francisco* | 912,105 | 77,385 | 77,385 | 77,385 | 77,385 |
| San Luis Obispo | San Joaquin County Dept of Aging & Community Svcs | 279,865 | 23,744 | 23,744 | 23,744 | 23,744 |
| San Mateo | EOC of San Luis Obispo County, Inc. | 382,439 | 32,447 | 32,447 | 32,447 | 32,447 |
| Santa Barbara | CAA of San Mateo County, Inc.* | 517,729 | 43,925 | 43,925 | 43,925 | 43,925 |
| Santa Clara | CAC of Santa Barbara County, Inc. | 1,169,422 | 99,216 | 99,216 | 99,216 | 99,216 |
| Santa Cruz | Sacred Heart Community Service | 275,887 | 23,407 | 23,407 | 23,407 | 23,407 |
| Shasta | CAB of Santa Cruz County, Inc. | 262,162 | 22,242 | 22,242 | 22,242 | 22,242 |
| Sierra | Shasta County CAA | | | | | |
| Siskiyou | SEE LASSEN | | | | | |
| Solano | SEE MODOC | | | | | |
| Sonoma | CAP of Solano County | 294,455 | 24,982 | 24,982 | 24,982 | 24,982 |
| Stanislaus | CAP of Sonoma County | 341,321 | 28,958 | 28,958 | 28,958 | 28,958 |
| Sutter | Central Valley Opportunity Center, Inc. | 661,420 | 56,116 | 56,116 | 56,116 | 56,116 |
| Tehama | Sutter County CAA | 255,965 | 21,717 | 21,717 | 21,717 | 21,717 |
| Trinity | Tehama County CAA | 254,706 | 21,610 | 21,610 | 21,610 | 21,610 |
| Tulare | SEE GLENN | | | | | |
| Tuolumne | Community Services & Employment Training, Inc. | 813,511 | 69,020 | 69,020 | 69,020 | 69,020 |
| Ventura | SEE AMADOR | | | | | |
| Yolo | Community Action of Ventura County, Inc. | 643,735 | 54,616 | 54,616 | 54,616 | 54,616 |
| Yuba | County of Yolo, Dept of Employment & Social Services | 279,865 | 23,744 | 23,744 | 23,744 | 23,744 |
| | Yuba County CSC | 256,036 | 21,723 | 21,723 | 21,723 | 21,723 |
| TOTAL, all counties | | 47,213,404 | 4,005,688 | 4,005,688 | 4,005,688 | 4,005,688 |

TOTAL, all counties

*Contract on hold pending outcome of enforcement action

** Must request advance on Agency letterhead

State of California
Department of Community Services and Development
PY 2010 CSBG Allocation
Non-CAAs

NATIVE AMERICAN INDIANS

| Agency | 2010 ALLOCATION | | | 2010 ADVANCE | |
|---------------------------|--|------------------------|-----------------------------|--|--|
| | A | B | C | D | E |
| | Total Estimated Allocation (For Budgeting) | Initial (11/30/09) | Total 2010 Contract to Date | Based on Total Estimated Allocation (11/30/09) | Total 2010 Advance Available To Date** |
| Karuk (Core Funding) | 42,000 | 3,563 | 3,563 | 3,563 | 3,563 |
| Karuk | 62,654 | 5,316 | 5,316 | 5,316 | 5,316 |
| NCIDC (Core Funding) | 122,000 | 10,351 | 10,351 | 10,351 | 10,351 |
| NCIDC/LIFE (Core Funding) | (Incl. w/ NCIDC below) | (Incl. w/ NCIDC below) | (Incl. w/ NCIDC below) | (Incl. w/ NCIDC below) | (Incl. w/ NCIDC below) |
| NCIDC | 1,809,576 | 153,528 | 153,528 | 153,528 | 153,528 |
| LA City/County NAIC | 383,379 | 32,527 | 32,527 | 32,527 | 32,527 |
| TOTAL | 2,419,609 | 205,285 | 205,285 | 205,285 | 205,285 |

MIGRANT & SEASONAL FARMWORKERS

| Agency | 2010 ALLOCATION | | | 2010 ADVANCE | |
|--|--|--------------------|-----------------------------|--|--|
| | A | B | C | D | E |
| | Total Estimated Allocation (For Budgeting) | Initial (11/30/09) | Total 2010 Contract to Date | Based on Total Estimated Allocation (11/30/09) | Total 2010 Advance Available To Date** |
| La Cooperativa Campesina de California* | 178,555 | 15,149 | 15,149 | 15,149 | 15,149 |
| California Human Development Corporation | 1,385,882 | 117,581 | 117,581 | 117,581 | 117,581 |
| Proteus, Inc. | 2,229,462 | 189,153 | 189,153 | 189,153 | 189,153 |
| Central Valley Opportunity Center, Inc. | 542,301 | 46,010 | 46,010 | 46,010 | 46,010 |
| Center for Employment Training | 1,867,927 | 158,479 | 158,479 | 158,479 | 158,479 |
| TOTAL | 6,204,127 | 526,372 | 526,372 | 526,372 | 526,372 |

LIMITED PURPOSE AGENCIES (DISCRETIONARY FUNDS)

| Agency | 2010 ALLOCATION | | | 2010 ADVANCE | |
|--|------------------|--------------------|---------------------|--|--------------------------------|
| | A | B | C | D | E |
| | Total Allocation | Initial (11/30/09) | Total 2010 Contract | Based on Total Estimated Allocation (11/30/09) | Total 2010 Advance Available** |
| Campesinos Unidos, Inc. | 81,846 | 81,846 | 81,846 | 20,462 | 20,462 |
| Community Design Center | 123,262 | 123,262 | 123,262 | 30,816 | 30,816 |
| Del Norte Senior Center | 89,600 | 89,600 | 89,600 | 22,400 | 22,400 |
| Rural Community Assistance Corporation | 138,053 | 138,053 | 138,053 | 34,513 | 34,513 |
| TOTAL | 432,761 | 432,761 | 432,761 | 108,191 | 108,191 |

*Contract on hold pending outcome of enforcement action

** Must request advance on Agency letterhead

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



December 24, 2009

To All Community Services Block Grant Contractors:

2010 Community Services Block Grant Contract (CSBG)

Enclosed is your agency's contract packet for the 2010 Community Services Block Grant Program. It includes a table of contents, and two complete copies of the contract (face sheet, exhibits, and attachments).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2010 CSBG contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2010 CSBG contract and, if applicable, any amendments.
- ☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.
 - Exhibit A SCOPE OF WORK
 - Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
(ATTACHMENT I, CSBG FISCAL DATA)
(ATTACHMENT II, CSBG PROGRAM REPORT)
 - Exhibit C GENERAL TERMS AND CONDITIONS
 - Exhibit D SPECIAL TERMS AND CONDITIONS
(ATTACHMENT I, CSD SUPPLEMENTAL AUDIT GUIDE)
 - Exhibit E ADDITIONAL PROVISIONS
 - Exhibit F DEFINITIONS
 - Exhibit G CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES
- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board

resolution, insurance and fidelity bond documents, advance request, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.

- ☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance.

If you have questions regarding the contracting process, you may contact Brenda Carradine of my staff at (916) 576-5313. For questions regarding insurance coverage, you may contact Anneliz Rodriguez of my staff at (916) 576-5315. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Kimberley Petz
Manager, Contract Services Unit

KP:BAC
Enclosures

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2010 COMMUNITY SERVICE BLOCK GRANT
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| | |
|--------------------------------------|----|
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|--------------------------------------|----|

| | |
|--|----|
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|--|----|

| | |
|------------------------------------|------------------------------|
| AGREEMENT NUMBER 10F-401 | AMENDMENT NUMBER 0 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
2. The term of this Agreement is: **January 1, 2010 through December 31, 2010**
3. The maximum amount of this Agreement is: **\$**
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provisions
Attachment I, CSBG Fiscal Data
Attachment II, CSBG/National Performance Indicators (NPI) Program Data
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Attachment I, CSD Supplemental Audit Guide
Exhibit E - Additional Provisions
Exhibit F - Definitions
Exhibit G - Certification Regarding Lobbying, Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
|---|---------------------------|--|
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | <p>I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.</p> <p><input type="checkbox"/> Exempt per _____</p> |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Community Services and Development | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Leisa Maestretti, Chief Financial Officer | | |
| ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833 | | |

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **TERM AND AMOUNT OF AGREEMENT**

As specified on the face sheet of this Agreement (Std. 213) the term of this Agreement is for one year and covers the period January 1, 2010 through December 31, 2010.

The maximum amount of this Agreement (Maximum Amount) specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for Federal Fiscal Year (FFY) 2010 awarded to the State pursuant to one or more continuing resolutions passed by Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocations to the State for FFY 2010, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759. At no time during the term of this Agreement shall Contractor expend more than the Maximum Amount, as that amount may be amended from time to time.

2. **BUDGET**

- A. Concurrent with the execution of this Agreement, Contractor shall complete the CSBG Fiscal Data forms (CSD 425 S, 425 1.1 & 425 1.2) attached to this Exhibit
- B. Contractor pursuant to the instructions for CSD 425 S must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Any internal annual budget displaying the funding sources and their anticipated revenues will be accepted.
- B. Contractor shall provide CSD with a justification for all projected expenditures in the budget, including a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs. The justification must be appended to the Budget Summary (CSD 425 S).

3. **ADVANCE PAYMENTS**

- A. Upon written request by the Contractor on their agency letterhead, CSD shall issue one working capital advance to the Contractor not to exceed 100% of the Maximum Amount of this Agreement as set forth on the Std. 213, Standard Agreement, item 3. The advance request shall only be submitted once and apply to any subsequent advance payments as described in B. below.
- B. In the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2010, a subsequent advance payment of the advance amount plus any previous advances

EXHIBIT B
(Standard Agreement)

already allowed shall not exceed 25% of the total as set forth on the Std. 213 Standard Agreement, item 3.

- C. CSD will initiate and pro-rate the repayment process of advanced funds beginning with the seventh monthly (or fourth bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term.
- D. CSD will initiate repayment of advance payments outstanding whenever 75% of the contract allocation has been expended. As applicable to the funding contract term, CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.
- E. If it has been determined that the Contractor will not fully expend the full allocation on or before December 31, 2010, the Contractor must complete a 425b 45 days prior to the end of the contract term requesting a contract term extension.

4. BUDGET CONTINGENCIES

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

EXHIBIT B
(Standard Agreement)

- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2010 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly/Bimonthly Fiscal Reports

- 1) Before the execution of this contract, Contractor shall opt to report and be reimbursed on either a monthly or bimonthly basis. Contractor shall select the appropriate box on the CSD 425 S indicating the choice of monthly or bimonthly reimbursements. Contractor will be required to stay on the chosen reimbursement cycle throughout the term of this Agreement.
- 2) Contractor shall complete and submit to the State a monthly or bimonthly Fiscal Expenditure Report/*CSBG CAA Expenditure/Activity Report*. Contractor shall ensure that the reports are submitted to CSD *by entry onto the web-based, Expenditure Activity Reporting System (EARS)* and received by CSD on or before the twentieth (20th) calendar day following the report period, irrespective of the level of activity or amount of expenditure in the preceding period. For specific due dates refer to CSD web site at www.csd.ca.gov.

B. Payments

CSD shall issue bimonthly/monthly payments to Contractor upon receipt and approval of a certified expenditure activity report. The certified expenditure activity report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report interval.

Subsequent payments to Contractor shall be contingent upon receipt by CSD of the monthly/bimonthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or

EXHIBIT B
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previous, the balance will be offset, based on arrangements made with the Contractor.

C. Mid-Year Programmatic Report

- 1) The Mid-Year report covers the programmatic activities from January 1, - June 30, 2010. Contractor shall complete and submit to CSD the CSBG/NPI Programs Report, CSD 801 NPI no later than July 20, 2010.
- 2) The NPI Programs Report shall be submitted via e-mail to CSBGReports@csd.ca.gov.

D. Annual Programmatic Reports

- 1) The annual report includes the following documents:
 - a. Client Characteristic Report, CSD 295-CCR
 - b. CSBG/NPI Programs Report, CSD 801 NPI
- 2) The Annual Report covers the programmatic activities from January 1, – December 31, 2010. Contractor shall complete and submit to CSD the client characteristics and NPI programs reports no later than January 20th following the programmatic activity period.
- 3) The annual programmatic reports shall be submitted via e-mail to CSBGReports@csd.ca.gov.

E. Community Services Block Grant Information System (CSBG/IS Annual Survey)

- 1) The CSBG/IS Survey shall include the following documents:
 - a. CSBG Fiscal Data—Other Funds (CSD 425.OF)
 - b. CSBG Fiscal Data—Other Resources (CSD 425.OR)
 - c. CSBG Program and Management Accomplishments (CSD 090)
- 2) The CSBG I/S Survey is submitted annually covering the period January 1, 2010 – December 31, 2010. Contractor shall complete and submit the CSBG I/S no later than March 1, 2011.
- 3) The report shall be submitted via email to CSBGIS@csd.ca.gov.

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F. Community Action Plan

Contractor shall submit to CSD a community action plan meeting the requirements of Government Code § 12747 no later than June 30th of every other year, pursuant to further guidance by CSD.

G. Close-Out Report

Contractors shall submit all the appropriate CSD close-out forms within ninety (90) calendar days after the expiration date or when all funds have been fully expended under this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out packet by CSD and subject to final review by CSD's Audit Services Unit.

- 1) The close-out packet shall include the forms below and may be amended during the term of this agreement.
 - a. CSD 715 Close out checklist with authorized signature
 - b. CSD 715C Program Income/Interest Earned
 - c. CSD 715D Equipment Inventory Schedule
- 2) Final expenditures must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS).
- 3) All adjustments, if any, must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 4) Subsequent payments for CSBG and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

6. Attachments to Contract

A. Attachment I

Prior to execution of this Agreement by the State, Contractor shall complete and submit to CSD a description of projected spending for the term of this Agreement on the following forms known as the CSBG Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

| | | |
|--------------------------------|-------------|--------------|
| CSBG Contract Budget (Summary) | CSD 425.S | (Rev. 12/09) |
| Budget Support (Personnel) | CSD 425.1.1 | (Rev. 12/09) |
| Budget Support (Non Personnel) | CSD 425.1.2 | (Rev. 12/09) |

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B. Attachment II

Contractor shall also complete and submit to CSD the CSBG/NPI 801 Program Report on form CSD 801 (5/09), which shall reflect a description of outcome goals for each Program Year of this Agreement, and which shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the success of the identified National Performance Indicators relevant to Contractor's programs, activities, and available resources for the delivery of services. Modifications to projected outcomes will not be allowed without CSD approval.

7. Forms

The latest version of all forms identified in and/or required by this Agreement are available on the Contractor's Portal on the CSD website at www.csd.ca.gov.

\\Cobra\Shared\Contracts\Community Services Block Grant\2010 Community Services Block Grant\2010 CSBG Reg Contract\CSBG Exhibit B - Budget Detail and Payment - 12 17 09 Final.doc

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

| | | |
|--------------------------------|-------------|-------------|
| CSBG Contract Budget (Summary) | CSD 425 S | (Rev.12/09) |
| Budget Support CSD 425 1.1 | CSD 425 1.1 | (Rev.12/09) |
| Budget Support CSD 425 1.2 | CSD 425 1.2 | (Rev.12/09) |

ATTACHMENT I CSBG CONTRACT BUDGET SUMMARY

| | | |
|------------------|------------------|------------------|
| Contractor Name: | Contract Number: | Contract Amount: |
| Prepared By: | Contract Term: | Amendment #: |
| Telephone #: | Fax Number: | |
| Date: | E-mail Address: | |

SECTION 10: ADMINISTRATIVE COSTS

| Line Item | Description | CSBG Fund (rounded to the nearest dollar) |
|--|------------------------|--|
| 1 | Salaries and Wages | |
| 2 | Fringe Benefits | |
| 3 | Operating Expenses | |
| 4 | Equipment | |
| 5 | Out-of-State Travel | |
| 6 | Subcontractor Services | |
| 7 | Other Costs: | |
| Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG allocation in Section 40) | | |

SECTION 20: PROGRAM COSTS

| Line Item | Description | CSBG Funds (rounded to the nearest dollar) |
|------------------------------------|------------------------|---|
| 1 | Salaries and Wages | |
| 2 | Fringe Benefits | |
| 3 | Operating Expenses | |
| 4 | Equipment | |
| 5 | Out-of-State Travel | |
| 6 | Subcontractor Services | |
| 7 | Other Costs: | |
| Subtotal Section 20: Program Costs | | |

| | |
|--|--|
| SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) | |
| SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG | |
| SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70) | |
| SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80) | |

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.S (Rev. 12/1/2009)

Enter the identifying information requested at the top of the report form: contractor's name, contract number, contract amount, contract term, and amendment number (*if applicable*). Enter the preparer's name, telephone number, fax number, date, and e-mail address.

SECTION 10: ADMINISTRATIVE COSTS:

Any Costs directly related to the administration of the CSBG contract.

Lines 1 through 7: Enter the total CSBG amount budgeted for each line item.

1. Salaries & Wages

Provide the total dollar amount of salaries and wages dedicated to staff performing administrative duties. Includes all payments made to administrative staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.

2. Fringe Benefits

Provide the total dollar amount of fringe benefits for staff performing administrative duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, payroll taxes, workers' compensation, disability insurance, sick leave and accrued vacation should be included.

3. Operating Expenses

Provide the total dollar amount for all administrative operating expenses related to CSBG programs. All items must be listed on the CSD 425 1.2 budget support-non personnel cost form. Examples of administrative operating expenses include:

- In-state travel costs
- Building costs (such as rental & lease fees)
- Consumable supply costs
- Utility costs
- Administrative operating costs (such as telephones, building alarms, maintenance, etc)
- Supply costs (such as printing, duplication, postage, etc)
- Insurance costs not related to personnel insurance costs
- Additional fees related to the administration of the CSBG ARRA Program (such as staff trainings, membership dues, costs incurred due to Board meetings, subscriptions, etc)
- Funds spent on contractor/consultant services to meet administrative needs in this area

4. Equipment

Provide the total dollar amount for all administrative equipment expenses related to CSBG ARRA program. Examples of administrative equipment expenses include:

- All equipment/lease purchases dedicated to administrative needs

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.S (Rev. 12/1/2009)

List all Equipment/Lease costs on the CSBG Budget Support – Non Personnel Cost CSD 425.1.2 with the detailed information.

5. Out-of-State Travel
Provide the total dollar amount of travel costs, excluding personnel costs related to administrative tasks incurred during travel outside of the State of California. Complete CSBG Budget Support – Non Personnel Cost CSD 425 1.2 with the name of the conference, location, and cost per trip.
6. Subcontractor Services
Provide the total dollar amount administered to any subcontracting agencies that provide administrative services.

List all subcontractor costs on the CSBG Budget Support – Non Personnel Cost CSD 425 1.2 with the detailed information. Include the subcontractor name and total amount of contract.

7. Other Costs
Provide a list of all other administrative costs that do not fit in the above categories, including but not limited to any funds directed towards:
 - IT Development. IT Development includes only projects in the development phases. Costs of IT projects in use should be included in Operating Expenses & Equipment above.
 - Audit, Legal and Lobbying Costs: As defined by the Cost Principles in OMB Circular A-122
 - Indirect Costs. The indirect cost rate is defined as the dollar value of the approved federal rate and the entire amount can be claimed as long as it is not reimbursed by another funding source. Please note that if indirect costs are reported the approved Indirect Cost Rate Plan must be submitted.

SUBTOTAL SECTION 10 (Administrative Costs): Enter the sum of line items 1 through 7 for CSBG funds. (Cannot exceed 12% of the agency total operating budget in Section 80)

SECTION 20: PROGRAM COSTS:

Those costs incurred that are not related to the administrative costs reported above, but are directly related to the operation of the program.

Lines 1 through 7: CSBG FUNDS: Enter the total amount budgeted for each of the line items.

1. Salaries and Wages
Provide the total dollar amount of salaries and wages dedicated to staff performing programmatic support activities. Include all payments made to programmatic staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.S (Rev. 12/1/2009)

2. Fringe Benefits

Provide the total dollar amount of fringe benefits dedicated to staff performing programmatic support duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, payroll taxes, workers' compensation, disability insurance, sick leave and accrued vacation should be included.

3. Operating Expenses

Provide the total dollar amount for all programmatic operating expenses linked with CSBG programs. Include:

- In-state travel costs related to programmatic costs
- Building costs related to programmatic operation (such as rental & lease fees)
- Consumable supply costs
- Programmatic operating costs (such as telephones, building alarms, maintenance, etc)
- Programmatic supply costs (such as printing, duplication, postage, etc)
- Additional fees related to the programmatic operation of the CSBG Program
- Funds spent on contractor/consultant services to meet programmatic needs in this area

4. Equipment

Provide the total dollar amount for all programmatic equipment expenses linked with CSBG programs. Include, equipment/lease purchases dedicated to programmatic needs.

List all Equipment/Lease costs on the CSBG Budget Support – Non Personnel Cost CSD 425 1.2 with the detailed information

5. Out-of-State Travel

Provide the total dollar amount of travel costs related to programmatic tasks incurred during travel outside of the State of California. Complete CSBG Budget Support – Non Personnel Cost CSD 425 1.2 with the name of the conference, location, and cost per trip.

6. Subcontractor Services

Provide the total dollar amount paid to any subcontracting agencies that provide programmatic services. List all subcontractors services on the CSBG Budget Support – Non Personnel Cost CSD 425 1.2 with the detailed information. Include the subcontractor name and total amount of contract.

7. Other Costs

Provide a list of all other programmatic costs that do not fit in the categories above, including but not limited to funds directed towards:

- Direct Client Purchases. Include all direct purchases made with CSBG dollars for items designated specifically for client use.

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.S (Rev. 12/1/2009)

SUBTOTAL SECTION 20 (Program Costs):

Enter the sum of line items 1 through 7 for CSBG funds.

SECTION 40: Total CSBG Budget Amount:

Enter the sum of Subtotal Sections 10 and 20. The amount shall not exceed the total CSBG allocated amount (Refer to Allocation spreadsheet)

SECTION 70: Other Agency Operating Funds Used to Support CSBG:

Provide the total operating funds used to support the CSBG program administered by the tripartite board. For public community action agencies, all funds under the administration of the advisory or administrative tripartite board should be considered as community action program operating funds. **Prepare and attach a detailed list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s).**

SECTION 80: Agency Total CSBG Operating Budget :

The sum of Section 40 (Total CSBG Budget Amount) and Section 80 (Other Agency Operating Funds Used to Support CSBG)

SECTION 90: CSBG Funds Administrative Percent:

Divide Section 10: Administrative Costs by Section 80: Agency Total Operating Budget. This percentage cannot exceed 12% of the community action program's total operating budget.

ATTACHMENT I
CSBG BUDGET SUPPORT -- PERSONNEL COSTS

| | | |
|------------------|------------------|------------------|
| Contractor Name: | Contract Number: | Contract Amount: |
| Prepared By: | Contract Term: | Amendment#: |
| Telephone #: | Fax Number: | |
| Date: | E-mail Address: | |

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

| A | B | C | D | E | F |
|---|----------------|--------------------------------|--|---|---|
| No. of Positions | Position Title | Total Salary for each position | Percent (%) of CSBG time allocated for each position | Number of CSBG months allocated for each position | Total CSBG Funds budgeted for each position |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total (must match Section 10: Administrative Costs on the CSD 425.S Budget Summary form) | | | | | |

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

[illegible]

FRINGE BENEFITS

| FRINGE BENEFITS | | Section 10 Administrative Costs | Section 20 Program Costs |
|---|------------|---------------------------------------|------------------------------------|
| Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.) | | List CSBG funds Budgeted Line 2 | List CSBG Funds Budgeted Line 2 |
| | Percentage | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY) | | | |

ATTACHMENT I
CSBG BUDGET SUPPORT—PERSONNEL COSTS
CSD 425 1.1 (Rev. 12/1/2009)

Enter the identifying information requested at the top of the report form: contractor's name, contract number, Contract amount, contract term, and amendment number (*if applicable*). Enter the preparer's name, telephone number, fax number, date, and e-mail address.

ADMINISTRATIVE and PROGRAM COSTS – SALARIES AND WAGES:

Complete Section 10: Administrative Costs and Section 20 Program Costs for those costs which are directly related to CSBG contract. Provide the specific positions for the salaries and wages (Budget Summary 902 S) and Fringe Benefits (Budget Summary 902 S).

Column A: Number of Positions

Specify the number of positions for each Position Title in Column B that are directly related to the administrative (Section 10) and/or program (Section 20) costs of the CSBG contract.

Column B: Position Title

Specify the position title. Do not abbreviate.

Column C: Annual Salary for each position

Specify the total dollar amount of salaries and wages for staff performing CSBG administrative and/or program activities. Include all payments made to administrative/program staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.

Column D: Percent (%) of CSBG Time allocated for each position

Specify the amount of time (in percent) for the position dedicated to the CSBG administrative and/or program activities.

Column E: Number of CSBG months allocated for Each Position

Specify the number of months allocated for each position listed in Column A.

Column F: Total CSBG funds budgeted for each position

Calculate the totals (See page 2).

Fringe Benefits

Specify the total dollar amount of fringe benefits for staff performing administrative and/or program duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, workers' compensation, disability insurance, sick leave and accrued vacation should be included.

ATTACHMENT I
CSBG BUDGET SUPPORT—PERSONNEL COSTS
CSD 425 1.1 (Rev. 12/1/2009)

Listed below are the formulas to calculate Annualized Salary, Percentage of CSBG Time, Number of CSBG Months, and CSBG Funds:

Annualized Salary: CSBG Funds multiplied by 12 months divided by number of months divided by Percentage (%) of time.

Percentage of CSBG Time: CSBG Funds times 12 months divided by the number of Months divided by annualized salary.

Number of Months: CSBG Funds times 12 months divided by percentage of time divided by annualized salary.

CSBG Funds: Annualized Salary divided by 12 months multiplied by the number of months times percentage (%) of time.

ATTACHMENT I **CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS**

| | | |
|------------------|------------------|------------------|
| Contractor Name: | Contract Number: | Contract Amount: |
| Prepared By: | Contract Term: | Amendment #: |
| Telephone #: | Fax Number: | |
| Date: | E-mail Address: | |

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

| EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution. | CSBG | |
|---|--|--|
| | Section 10 Administrative Costs | Section 20 Program Costs |
| List all Operating Expenses | 3 sum should equal total on line item 3 of CSD 425.S Budget Summary form | 3 sum should equal total on line item 3 of CSD 425.S Budget Summary form |
| List all Equipment Purchases | 4 sum should equal total on line item 4 of CSD 425.S Budget Summary form | 4 sum should equal total on line item 4 of CSD 425.S Budget Summary form |
| List all Out-of-State Travel: Name of conference; Specify location; Cost per trip | 5 sum should equal total on line item 5 of CSD 425.S Budget Summary form | 5 sum should equal total on line item 5 of CSD 425.S Budget Summary form |
| List all Subcontractor Services | 6 sum should equal total on line item 6 of CSD 425.S Budget Summary form | 6 sum should equal total on line item 6 of CSD 425.S Budget Summary form |
| Other Costs - Explain & Justify each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary): | Section 10 Administrative Costs | Section 20 Program Cost |
| i | | |
| ii | | |
| iii | | |
| iv | | |
| Total Other Costs (Sum of i, ii, iii, iv): | 7 sum should equal total on line item 7 of CSD 425.S Budget Summary form | 7 sum should equal total on line item 7 of CSD 425.S Budget Summary form |

**ATTACHMENT I –
CSBG BUDGET SUPPORT – NON PERSONNEL COSTS
CSD 425 1.2 (Rev. 12/1/09)**

Enter the identifying information requested at the top of the report form: contractor's name, contract number, Contract amount, contract term, and amendment number (*if applicable*). Enter the preparer's name, telephone number, fax number, date, and e-mail address.

List those costs which are directly related to the **Administrative** (Column A) and/or **Program** (Column B) of the CSBG contract. All totals must equal the budget summary CSD 425.S.

List all Equipment Purchases Services:

Provide a detailed list of all equipment purchases; include type of equipment and the amount (e.g. copy machine, \$6,500).

List all Contract & Consultant Services:

Provide a detailed list of the contract and consultant services. Include: the name and amount of the each contract (e.g., strategic planning consultant, \$8,500)

List all Out-of-State Travel Only:

Provide detailed information for each out of state travel trip; include location, purpose of each trip, and related costs per trip (e.g., Chicago, IL, CAP Law Conference, \$1500).

List all Subcontractor Services:

List the subcontractor name and total dollar amount administered to any subcontracting agencies that provide services (e.g., Youth Employment Training Agency, \$20,000).

Other Costs

Please provide a list of all other administrative (Section 10) and program (Section 20) costs that do not fit in the above categories. Attach additional sheets if necessary.

- i. Any additional Other Costs: List the additional other costs that do not fit in any other category.
- ii. Direct Client Purchases: List all direct client purchases, include the item name, the number purchased, and the cost (e.g. thermal blankets, qty. 3000, cost \$12,000).
- iii. Indirect Costs: The indirect cost rate is defined as the dollar value of the approved federal rate, and the entire amount can be claimed as long as it is not reimbursed by another funding source. Please note that if indirect costs are reported, the approved Indirect Cost Rate Plan must be accompany budget forms.
- iv. Information Technology (IT) Development: IT Development includes only projects in the development phases. Costs of IT projects in progress should be included in Operating Expenses above.

Total Other Costs (sum of i, ii, iii, iv)

(2010 CSBG)

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/NPI PROGRAM DATA

CSBG/NPI Program Report

CSD 801 (Rev. 5/09)

\\Cobra\Shared\Contracts\Community Services Block Grant\2010 Community Services Block Grant\2010 CSBG Reg Contract\CSBG Exhibit B -
Budget Detail and Payment - 12 17 09 Final.doc

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 1.1 | | 1 | | 2 | 3 | 4 | 5 |
|---|--|---|---------------------|---|---|--|---|
| Employment | | Number of Participants Projected to be Served for Contract Period (#) | Reporting Period | Number of Participants Enrolled in Program(s) in Reporting Period (#) | Number of Participants Expected to Achieve Outcome in Reporting Period (#) | Number of Participants Achieving Outcome in Reporting Period (#) | Percentage Achieving Outcome in Reporting Period (%) |
| The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following: | | | Mid-Year | | | | |
| | | | Annual | | | | |
| A. Unemployed and obtained a job | | | Mid-Year | | | | |
| | | | Annual | | | | |
| B. Employed and maintained a job for a least 90 days | | | Mid-Year | | | | |
| | | | Annual | | | | |
| C. Employed and obtained an increase in employment income and/or benefits | | | Mid-Year | | | | |
| | | | Annual | | | | |
| D. Achieved "living wage" employment and/or benefits | | | Mid-Year | | | | |
| | | | Annual | | | | |

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

| | | | | | | |
|--|--|----------|--|--|--|--|
| | | Mid-Year | | | | |
| | | Annual | | | | |

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance | | Reporting Period | 2 | 3 |
|---|---|------------------|---|--|
| Employment Supports | 1 | | Number of Participants Enrolled in Program(s) in Reporting Period (#) | Number of Participants Achieving Outcome in Reporting Period (#) |
| The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following: | Number of Participants Projected to be Served for Contract Period (#) | Mid-Year | | |
| | | Annual | | |
| A. Obtained skills/competencies required for employment | | Mid-Year | | |
| | | Annual | | |
| B. Completed ABE/GED and received certificate or diploma | | Mid-Year | | |
| | | Annual | | |
| C. Completed post-secondary education program and obtained certificate or diploma | | Mid-Year | | |
| | | Annual | | |
| D. Enrolled children in "before" or "after" school programs | | Mid-Year | | |
| | | Annual | | |
| E. Obtained care for child or other dependant | | Mid-Year | | |
| | | Annual | | |
| F. Obtained access to reliable transportation and/or driver's license | | Mid-Year | | |
| | | Annual | | |
| G. Obtained health care services for themselves or a family member | | Mid-Year | | |
| | | Annual | | |
| H. Obtained safe and affordable housing in support of employment stability | | Mid-Year | | |
| | | Annual | | |
| I. Obtained food assistance in support of employment stability | | Mid-Year | | |
| | | Annual | | |
| J. Obtained non-emergency LIHEAP energy assistance | | Mid-Year | | |
| | | Annual | | |
| K. Obtained non-emergency WX energy assistance | | Mid-Year | | |
| | | Annual | | |
| L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX) | | Mid-Year | | |
| | | Annual | | |

In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.

| | | | |
|--|----------|--|--|
| | Mid-Year | | |
| | Annual | | |

Goal 1: Low-income people become more self-sufficient.
NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following: | 1 Number of Participants Projected to be Served for Contract Period (#) | Reporting Period | 2 Number of Participants Enrolled in Program(s) in Reporting Period (#) | 3 Number of Participants Expected to Achieve Outcome in Reporting Period (#) | 4 Number of Participants Achieving Outcome in Reporting Period (#) | 5 Percentage Achieving Outcome in Reporting Period (%) | 6 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$) |
|---|--|-------------------------|--|---|---|---|--|
|---|--|-------------------------|--|---|---|---|--|

A. ENHANCEMENT

| | | | | | | | |
|--|--|----------|--|--|--|--|--|
| 1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits. | | Mid-Year | | | | | |
| | | Annual | | | | | |
| 2. Number and percentage obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments. | | Mid-Year | | | | | |
| | | Annual | | | | | |
| 3. Number and percentage enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings. | | Mid-Year | | | | | |
| | | Annual | | | | | |

In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.

| | | | | | | | |
|--|--|----------|--|--|--|--|--|
| | | Mid-Year | | | | | |
| | | Annual | | | | | |

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

| National Performance Indicator 1.3 (Continued) Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following: | 1 Number of Participants Projected to be Served for Contract Period (#) | Reporting Period | 2 Number of Participants Enrolled in Program(s) in Reporting Period (#) | 3 Number of Participants Expected to Achieve Outcome in Reporting Period (#) | 4 Number of Participants Achieving Outcome in Reporting Period (#) | 5 Percentage Achieving Outcome in Reporting Period (%) | 6 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$) |
|---|---|-------------------------|---|--|--|--|---|
| | | | | | | | |

B. UTILIZATION

| | | | | | | | |
|--|----------|--|--|--|--|--|-----|
| 1. Number and percent demonstrating ability to complete and maintain a budget for over 90 days | Mid-Year | | | | | | N/A |
| | Annual | | | | | | |
| 2. Number and percent opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings | Mid-Year | | | | | | |
| | Annual | | | | | | |
| 3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings | Mid-Year | | | | | | |
| | Annual | | | | | | |

3. Of participants in a community action asset development program (IDA and others):

| | | | | | | | |
|--|----------|--|--|--|--|--|--|
| a. Number and percent capitalizing a small business due to accumulated savings | Mid-Year | | | | | | |
| | Annual | | | | | | |
| b. Number and percent pursuing post-secondary education due to savings | Mid-Year | | | | | | |
| | Annual | | | | | | |
| c. Number and percent purchasing a home due to accumulated savings | Mid-Year | | | | | | |
| | Annual | | | | | | |
| d. Number and percent of participants purchasing other assets with accumulated savings | Mid-Year | | | | | | |
| | Annual | | | | | | |

In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.

| | | | | | | | |
|--|----------|--|--|--|--|--|--|
| | Mid-Year | | | | | | |
| | Annual | | | | | | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 1:

Agency's Narratives Goal 1: Low-income people become more self-sufficient.

This space is to record any significant narrative information for national goal 1, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Community Improvement and Revitalization | 1 Number of Projects Projected for Contract Period (#) | Reporting Period | 2 Number of Projects or Initiatives (#) | 3 Number of Opportunities and/or Community Resources Preserved or Increased (#) |
|--|--|---------------------|---|---|
| Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following: | | | | |
| A. Jobs created, or saved, from reduction or elimination in the community. | | Mid-Year | | |
| | | Annual | | |
| B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community. | | Mid-Year | | |
| | | Annual | | |
| C. Safe and affordable housing units created in the community | | Mid-Year | | |
| | | Annual | | |
| D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy | | Mid-Year | | |
| | | Annual | | |
| E. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination. | | Mid-Year | | |
| | | Annual | | |
| F. Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination. | | Mid-Year | | |
| | | Annual | | |
| G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination. | | Mid-Year | | |
| | | Annual | | |
| H. Accessible new, or expanded transportation resources or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation. | | Mid-Year | | |
| | | Annual | | |
| I. Accessible or increased educational and training placement opportunities or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy and life skill training, ABE/GED, and post-secondary education. | | Mid-Year | | |
| | | Annual | | |
| In the rows below, please include any additional indicators for NPI 2.1 that were not captured above. | | | | |
| | | Mid-Year | | |
| | | Annual | | |

Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 2.2 Community Quality of Life and Assets | 1 Number of Programs Projected for Contract Period (#) | Reporting Period | 2 Number of Program Initiatives or Advocacy Efforts (#) | 3 Number of Community Assets, Services or Facilities Preserved or Increased (#) |
|---|--|---------------------|---|--|
| The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by <u>one or more</u> of the following: | | | | |
| A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets | | Mid-Year | | |
| | | Annual | | |
| B. Increase in the availability or preservation of community facilities | | Mid-Year | | |
| | | Annual | | |
| C. Increase in the availability or preservation of community services to improve public health and safety | | Mid-Year | | |
| | | Annual | | |
| D. Increase in the availability or preservation of commercial services within low-income neighborhoods | | Mid-Year | | |
| | | Annual | | |
| E. Increase or preservation of neighborhood quality-of-life resources | | Mid-Year | | |
| | | Annual | | |
| In the rows below, please include any additional indicators for NPI 2.2 that were not captured above. | | | | |
| | | Mid-Year | | |
| | | Annual | | |

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance | 1 | | | 2 |
|--|--|------------------|--|-------------------------------------|
| Community Engagement | Number of Programs Projected for Contract Period (#) | Reporting Period | | Total contribution by Community (#) |
| The number of community members working with Community Action to improve conditions in the community. | | | | |
| A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives | | Mid-Year | | |
| | | Annual | | |
| B. Number of volunteer hours donated to the agency (This will be All volunteer hours) | | Mid-Year | | |
| | | Annual | | |
| In the rows below, please include any additional indicators for NPI 2.3 that were not captured above. | | | | |
| | | Mid-Year | | |
| | | Annual | | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 2:

The Conditions in which low-income people live are improved.

This space is to record any significant narrative information for national goal 2, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 3.1 | 1 | | 2 |
|--|---|---------------------|--|
| Community Enhancement Through Maximum Feasible Participation | Total Number of Volunteer Hours Projected # | Reporting Period | Total Number of Volunteer Hours # |
| The number of volunteer hours donated to Community Action | | | |
| The total number of volunteer hours donated by low-income individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.) | | Mid-Year | |
| | | Annual | |
| In the rows below, please include any additional indicators for NPI 3.1 that were not captured above. | | | |
| | | Mid-Year | |
| | | Annual | |

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 3.2 | 1 | | 2 |
|--|---|---------------------|--|
| Community Empowerment Through Maximum Feasible Participation The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following: | Number of Participants Projected for Contract Period (#) | Reporting Period | Number of Low-Income People Achieved in Reporting Period (#) |
| A. Number of low-income people participating in formal community organizations, government, boards or councils provide input to decision-making and policy setting through community action efforts | | Mid-Year | |
| | | Annual | |
| B. Number of low-income people acquiring businesses in their community as a result of community action assistance | | Mid-Year | |
| | | Annual | |
| C. Number of low-income people purchasing their own homes in their community as a result of community action assistance | | Mid-Year | |
| | | Annual | |
| D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action | | Mid-Year | |
| | | Annual | |
| In the rows below, please include any additional indicators for NPI 3.2 that were not captured above. | | | |
| | | Mid-Year | |
| | | Annual | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 3:

Low-income people own a stake in their community.

This space is to record any significant narrative information for national goal 3, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 4.1 | | 1 | 2 |
|---|----------|--|---|
| Expanding Opportunities Through Community-Wide Partnerships | | Number of Organizational Partnerships Projected for Contract Period (#) | Number of Organizational Partnerships Achieved in Reporting Period (#) |
| The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. | | | |
| A. Non-Profit | Mid-Year | | |
| | Annual | | |
| B. Faith Based | Mid-Year | | |
| | Annual | | |
| C. Local Government | Mid-Year | | |
| | Annual | | |
| D. State Government | Mid-Year | | |
| | Annual | | |
| E. Federal Government | Mid-Year | | |
| | Annual | | |
| F. For-Profit Business or Corporation | Mid-Year | | |
| | Annual | | |
| G. Consortiums/Collaboration | Mid-Year | | |
| | Annual | | |
| H. Housing Consortiums/Collaboration | Mid-Year | | |
| | Annual | | |
| I. School Districts | Mid-Year | | |
| | Annual | | |
| J. Institutions of post secondary education/training | Mid-Year | | |
| | Annual | | |
| K. Financial/Banking Institutions | Mid-Year | | |
| | Annual | | |
| L. Health Service Institutions | Mid-Year | | |
| | Annual | | |
| M. State wide associations or collaborations | Mid-Year | | |
| | Annual | | |
| The total number of organizations CAAs work with to promote family and community outcomes | Mid-Year | | |
| | Annual | | |

In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. Please describe these partnerships in Goal 4 Notes.

| | | |
|--|----------|--|
| | Mid-Year | |
| | Annual | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 4:

Partnerships among supporters and providers of services to low-income people are achieved.

This space is to record any significant narrative information for national goal 4, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| <div>National Performance Indicator 5.1</div> | 1 | | 2 |
|--|--|---------------------------------|--|
| <div>Agency Development</div> <div>The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following</div> | <div>Number of Resources Projected for Contract Period (#)</div> | <div>Reporting Period</div> | <div>Resources in Agency (#)</div> |
| A. Number of C-CAPs | | Mid-Year | |
| | | Annual | |
| B. Number of ROMA Trainers | | Mid-Year | |
| | | Annual | |
| C. Number of Family Development Trainers | | Mid-Year | |
| | | Annual | |
| D. Number of Child Development Trainers | | Mid-Year | |
| | | Annual | |
| E. Number of staff attending trainings | | Mid-Year | |
| | | Annual | |
| F. Number of board members attending trainings | | Mid-Year | |
| | | Annual | |
| G. Hours of Staff in trainings | | Mid-Year | |
| | | Annual | |
| H. Hours of board members in trainings | | Mid-Year | |
| | | Annual | |

*In the rows below, please include any additional indicators that were not captured above. Please describe these measures in
Goal 5 Notes.*

| | | | |
|--|--|----------|--|
| | | Mid-Year | |
| | | Annual | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 5:

Agencies increase their capacity to achieve results.

This space is to record any significant narrative information for national goal 5, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is availabl

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 6.1 | | 1 | 2 |
|---|--|--|--|
| Independent Living | | Number of Individuals Projected to be Served for Contract Period (#) | Reporting Period |
| The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services: | | | Number of Vulnerable Individuals Living Independently (#) |
| A. Senior Citizens (<i>seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over.</i>) | | | Mid-Year |
| | | | Annual |
| B. Individuals with Disabilities | | | Mid-Year |
| | | | Annual |
| Ages: | | | Mid-Year |
| | | | Annual |
| a. 0-17 | | | Mid-Year |
| | | | Annual |
| b. 18-54 | | | Mid-Year |
| | | | Annual |
| c. 55-over | | | Mid-Year |
| | | | Annual |

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

| | | | |
|--|--|----------|--|
| | | Mid-Year | |
| | | Annual | |

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 6.2 Emergency Assistance The number of low-income individuals served by community action who sought emergency assistance and thenumber of those individuals for whom assistance was provided. | 1 Number of Households Projected to be Served for Contract Period (#) | Reporting Period | 2 Number of Household Seeking Assistance in Reporting Period (#) | 3 Number of Households Receiving Assistance in Reporting Period (#) |
|---|--|------------------|---|--|
| A. Food - Indicate <u>your state's</u> unit of measurement, such as bags, packages, cartons, families, individuals, etc. | | Mid-Year | | |
| | | Annual | | |
| B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources | | Mid-Year | | |
| | | Annual | | |
| C. Emergency Rent or Mortgage Assistance | | Mid-Year | | |
| | | Annual | | |
| D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.) | | Mid-Year | | |
| | | Annual | | |
| E. Emergency Temporary Shelter | | Mid-Year | | |
| | | Annual | | |
| F. Emergency Medical Care | | Mid-Year | | |
| | | Annual | | |
| G. Emergency Protection from Violence | | Mid-Year | | |
| | | Annual | | |
| H. Emergency Legal Assistance | | Mid-Year | | |
| | | Annual | | |
| I. Emergency Transportation | | Mid-Year | | |
| | | Annual | | |
| J. Emergency Disaster Relief | | Mid-Year | | |
| | | Annual | | |
| K. Emergency Clothing | | Mid-Year | | |
| | | Annual | | |
| In the rows below, please include any additional indicators for NPI 6.2 that were not captured above. | | | | |
| | | Mid-Year | | |
| | | Annual | | |

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 6.3 Child and Family Development The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following: | 1 Number of Participants Projected to be served for Contract Period (#) | Reporting Period | 2 Number of participants Enrolled in Program(s) in Reporting Period (#) | 3 Number of Participants Expected to Achieve Outcome in Reporting Period (#) | 4 Number of Participants Achieving Outcome in Reporting Period (#) | 5 Percentage of Participants Achieving Outcome in Reporting Period (%) |
|--|--|-------------------------|--|---|---|---|
| A. INFANTS & CHILDREN | | | | | | |
| 1. Infants and children obtain age appropriate immunizations, medical and dental care | | Mid-Year | | | | |
| | | Annual | | | | |
| 2. Infant and child health and physical development are improved as a result of adequate nutrition | | Mid-Year | | | | |
| | | Annual | | | | |
| 3. Children participate in pre-school activities to develop school readiness skills | | Mid-Year | | | | |
| | | Annual | | | | |
| 4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade | | Mid-Year | | | | |
| | | Annual | | | | |

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

| National Performance Indicator 6.3 (continued) | 1 | | 2 | 3 | 4 | 5 |
|--|--|-------------------------|--|---|---|---|
| Child and Family Development | Number of Participants Projected to be served for Contract Period (#) | Reporting Period | Number of participants Enrolled in Program(s) in Reporting Period (#) | Number of Participants Expected to Achieve Outcome in Reporting Period (#) | Number of Participants Achieving Outcome in Reporting Period (#) | Percentage of Participants Achieving Outcome in Reporting Period (%) |
| The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following: | | | | | | |
| B. YOUTH | | | | | | |
| 1. Youth improve health and physical development | | Mid-Year | | | | |
| | | Annual | | | | |
| 2. Youth improve social/emotional development | | Mid-Year | | | | |
| | | Annual | | | | |
| 3. Youth avoid risk-taking behavior for a defined period of time | | Mid-Year | | | | |
| | | Annual | | | | |
| 4. Youth have reduced involvement with criminal justice system | | Mid-Year | | | | |
| | | Annual | | | | |
| 5. Youth increase academic, athletic or social skills for school success | | Mid-Year | | | | |
| | | Annual | | | | |
| C. PARENTS AND OTHER ADULTS | | | | | | |
| 1. Parents and other adults learn and exhibit improved parenting skills | | Mid-Year | | | | |
| | | Annual | | | | |
| 2. Parents and other adults learn and exhibit improved family functioning skills | | Mid-Year | | | | |
| | | Annual | | | | |

In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.

| | | | | | | |
|--|--|----------|--|--|--|--|
| | | Mid-Year | | | | |
| | | Annual | | | | |
| | | Mid-Year | | | | |
| | | Annual | | | | |

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive

NPI 6.4: Family Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 6.4 Family Supports (Seniors, Disabled and Caregivers) | | 1 Number of participants Projected to be Served for Contract Period (#) | Reporting Period | 2 Number of participants Enrolled in Program(s) # | 3 Number of participants Achieving Outcome in Reporting Period (#) |
|---|--|--|---------------------|--|--|
| Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following: | | | | | |
| A. Enrolled children in before or after school programs | | | Mid-Year | | |
| | | | Annual | | |
| B. Obtained care for child or other dependent | | | Mid-Year | | |
| | | | Annual | | |
| C. Obtained access to reliable transportation and/or driver's license | | | Mid-Year | | |
| | | | Annual | | |
| D. Obtained health care services for themselves or family member | | | Mid-Year | | |
| | | | Annual | | |
| E. Obtained safe and affordable housing | | | Mid-Year | | |
| | | | Annual | | |
| F. Obtained food assistance | | | Mid-Year | | |
| | | | Annual | | |
| G. Obtained non-emergency LIHEAP energy assistance | | | Mid-Year | | |
| | | | Annual | | |
| H. Obtained non-emergency WX energy assistance | | | Mid-Year | | |
| | | | Annual | | |
| I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX) | | | Mid-Year | | |
| | | | Annual | | |
| In the rows below, please include any additional indicators for NPI 6.4 that were not captured above. | | | | | |
| | | | Mid-Year | | |
| | | | Annual | | |

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

| National Performance Indicator 6.5 Service Counts | 1 Number of services Projected to be Served for Contract Period | Reporting Period | 2 Number of Services (#) |
|---|---|---------------------|-----------------------------------|
| The number of services provided to low-income individuals and/or families, as measured by one or more of the following: | | | |
| A. Food Boxes | | Mid-Year | |
| | | Annual | |
| B. Pounds of Food | | Mid-Year | |
| | | Annual | |
| C. Units of Clothing | | Mid-Year | |
| | | Annual | |
| D. Rides Provided | | Mid-Year | |
| | | Annual | |
| E. Information and Referral Calls | | Mid-Year | |
| | | Annual | |

In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.

| | | | |
|--|--|----------|--|
| | | Mid-Year | |
| | | Annual | |

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 6:

Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

This space is to record any significant narrative information for national goal 6, as requested by the *Guide*. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS GTC - 307

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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(Standard Agreement)

9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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(Standard Agreement)

- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
- 15. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 16. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. TRAVEL/PER DIEM

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed as allowed pursuant to OMB Circular A-87 Section 43 or OMB Circular A-122 section 51 as applicable, and based on the Contractor's acceptable, written travel policy, or, in the absence of such policy, not to exceed Federal per diem requirements.
- C. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Section 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms and provisions contained therein.

2. CERTIFICATIONS

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Amendment for Change of Agency Name (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air and Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

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(Standard Agreement)

- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.

3. INTERNAL CONTROL CERTIFICATION

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard state assets.
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

4. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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5. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

6. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator for the CSBG block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state CSBG law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.

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- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- E. In the event, CSD determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

7. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under federal and State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.

8. BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES

- A. Upon execution of this Agreement, Contractors shall submit to CSD a current roster of the Executive Committee of the tripartite board, including contact information for each Committee member at a location other than the office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Committee within thirty (30) days of such occurrence.

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- B. Contractor shall submit to CSD a current tripartite board roster, including the name and sector (i.e., low-income, public, private) of each board member.
- C. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- D. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- E. Contractors shall submit to CSD the tripartite board minutes from regularly scheduled meetings no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the tripartite board's bylaws.
- F. For those Contractors whose tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than 30 days after the minutes are approved.

9. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as Exhibit D Attachment I.

B. Audit Reports

- 1) Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American

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Institute of Certified Public Accountants (AICPA), and those standards included in the Government Auditing Standards, as amended.

- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractors shall submit to CSD one printed copy and one electronic copy of the required audit report(s) and any management letter if issued by the accountant, within nine months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor. Upon written request by the Contractor's independent auditor, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports are to be submitted to the following addresses:

Printed copy:

Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

Electronic copy:

audits@csd.ca.gov

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

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- 5) Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

10. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in federal CSBG law, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall submit notification to the State within 60 calendar days of execution of each subcontractor agreement with the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor shall be responsible for conducting periodic monitoring of subcontractor's program activities and fiscal accountability. Contractor shall also ensure that any subcontracts under this Agreement contain the right of reasonable access to the subcontractors' books and records by CSD staff and representatives and by Contractor's independent auditors for purposes of ensuring the allowability of expenditures of the funds under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).

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- E. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

11. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon

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required current insurance coverage being on file at CSD for this Agreement.

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.

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- 2) Contractor shall submit an applicable Certificate of Insurance to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance, designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

12. AGREEMENT CHANGES

A. Amendment

Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. CSD 425b,

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Justification for Contract Amendment/ Modification, must be completed by the Contractor requesting changes to make changes to Attachment I or Attachment II.

If Contractor intends to request a formal amendment to this agreement, request must be submitted on CSD 425b, Justification for Contract Amendment/Modification prior to the expiration of the contract term.

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 801 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.
- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

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B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contractor user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade

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Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

14. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 SUPPLEMENTAL AUDIT GUIDE

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ATTACHMENT I

2009 CSD SUPPLEMENTAL AUDIT GUIDE

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors

From: CSD Audit Services Unit

Date: June 1, 2009

SUPPLEMENTAL AUDIT GUIDE**Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedures manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Selected Items of Cost**Inventory System (All Contracts)**

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.

2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of

any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachment Nos. 1 and 2 for examples of the format to use for the required supplemental statements.

Auditing Standards and Reports

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

Identify American Recovery and Reinvestment Act of 2009 (ARRA) Funds

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

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ADDITIONAL PROVISIONS:

1. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 4) Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 5) If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

2. **PROCUREMENT**

A. **Contract Administration**

- 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations and Recovery Act provisions governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit A to this Agreement.

EXHIBIT E
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Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost or total value of contract exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:
 - a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days

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prior to executing the subcontract for each of the following procurement transactions:

- i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
 - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
 - 6) Noncompliance with any of the provisions in this Section 2. shall result in a disallowance of the costs of the procurement transaction.
 - 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
- B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

3. **AFFIRMATIVE ACTION COMPLIANCE**

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive

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Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

5. SPECIFIC ASSURANCES

- A. Pro-Children Act of 1994
 - 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.
 - 3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see www.csd.ca.gov.

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B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A.** Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

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- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

7. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

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8. Administrative Hearing for Denial of Client Benefits by Contractor

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their twenty (20) day right to appeal to the State for an administrative hearing pursuant to 42 USC 8624(b)(13), as amended.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the Parties.

9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2010

A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision.

B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 30 – Claims Collection;
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;
45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or

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Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 96 – Block Grants;
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

The above documents are hereby incorporated by reference into this Agreement. to access these documents, please visit www.csd.ca.gov

- C. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to this grant award:

Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”

Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

- D. In accordance with Part C of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- E. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

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DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

CSD: The State of California Department of Community Services and Development.

Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759

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after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Parties: CSD on behalf of the State of California, and the Contractor.

Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.



EXHIBIT G

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2010 through December 31, 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | |
|--|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known: \$ _____ |
| 10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ |
| Federal Use Only: | | Authorized for Local Reproductions Standard Form - LLL |

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.